Written materials relating to an item on this agenda that are distributed to the legislative bodies within 72 hours before the item is to be considered at its regularly scheduled meeting will be made available for public inspection at the City Clerk's Office, 300 West Third Street 4th Floor during customary business hours. Agenda reports are also on the City of Oxnard web site at www.oxnard.org.

AGENDA
OXNARD CITY COUNCIL
FINANCE AND GOVERNANCE COMMITTEE
Council Chambers, 305 West Third Street
January 10, 2023
**Regular Meeting - 5:00 to 6:30 PM**

**Zoom details to call-in for public comment during a meeting:**

1. **Dial Phone Number: (888) 475-4499**
2. **Enter Meeting ID: 862 2551 8081**
3. **Passcode: 939773**

**If you wish to speak during public comments or a particular item on the agenda, please sign-on by following the zoom call in steps listed above. Once the presiding officer calls for public speakers, press *9 to raise your hand to inform the City Clerk you would like to speak during the public speaking section for that particular item on the agenda, while in the zoom waiting room. Press *6 when asked to unmute. Listen to the instructions provided virtually by the phone while in the waiting room. Please note that there is a slight time delay when viewing the meeting on television.**

IN ACCORDANCE WITH ASSEMBLY BILL 361 AND IN RESPONSE TO THE DECLARED STATE AND LOCAL EMERGENCIES DUE TO THE NOVEL CORONAVIRUS, THE LEGISLATIVE BODY WILL MEET IN-PERSON AND REMOTELY. TO PARTICIPATE REMOTELY VISIT **WWW.OXNARD.ORG.**

To find out how you may provide public comment, please refer to the instructions below or at **www.https://www.oxnard.org/city-meetings/**.

The public may view the meeting from home on Spectrum channel 10, Frontier channel 35, or YouTube at Youtube.com/oxnardnews. Video recordings of the meeting are typically available online following the meeting at the City's website at www.oxnard.org/city-meetings.

*Please see the link for the Measure M pre-recorded presentation video for each item listed on this agenda.

YOU MAY PARTICIPATE IN THE MEETING IN THE FOLLOWING WAYS:

1. ATTEND THE MEETING AT THE LOCATION LISTED ABOVE: Submit a speaker card to the City Clerk.

2. EMAIL COMMENTS OR SIGN UP TO SPEAK REMOTELY BEFORE THE MEETING

   a. Submit a request to speak remotely by no later than 3 p.m. on the day of the meeting by using the form available at **www.oxnard.org/citymeetings**.
   b. Submit an email to **cityclerk@oxnard.org** no later than 3 p.m. on the day of the meeting (indicate the agenda item number in the subject line). All email correspondence will be forwarded to the legislative body prior to the start of the meeting and made part of the legislative record.
   c. Contact the City Clerk's Office at (805) 385-7803 to submit your request.

In compliance with the Americans with Disabilities Act, if you require special assistance to participate in a meeting, please contact the City Clerk's Office at 385-7803. Notice at least 72 hours prior to the meeting will enable the City to reasonably arrange for your accessibility to the meeting.
**Agenda Item Time Estimates include: (Minutes for Presentation + Council Discussion + Public Comment)**

3. PROVIDING PUBLIC COMMENTS REMOTELY DURING THE MEETING

a. To provide public comment during the meeting dial (888) 475-4499 and enter the Meeting ID and Passcode listed above as the Zoom details for this meeting. When the presiding officer announces the particular item on the agenda you want to speak on, press *9 to raise your hand while in the zoom waiting room. Once called on, press *6 to unmute your phone.
b. Public comments on agenda items will be taken following the announcement of the item. After the item is announced, members of the public may register or otherwise be recognized for the purpose of providing public comment.

Please review the Zoom instructions on the registration page to help ensure there are no technical difficulties during your comments and help you understand public comment procedures using Zoom. Detailed participation instructions can be found at www.oxnard.org/city-meetings.

**In the event of a disruption which prevents a legislative body of the City of Oxnard from broadcasting a meeting using a call-in option or internet-based service option, or in the event of a disruption within the City's control which prevents members of the public from offering public comment using the call-in option or internet-based service option, the legislative body shall take no further action on items appearing on a meeting agenda until public access to the meeting via the call-in option or internet-based service option is restored. However, if any of the broadcast options are disrupted, but any of the other broadcast options is still available to the public, the legislative body may take further action on items appearing on a meeting agenda without waiting for the disrupted broadcast option(s) to be restored.**

* The City has filed pre-election and post-election lawsuits regarding the validity of Measure M.

## A. ROLL CALL, POSTING OF AGENDA, FLAG SALUTE

## B. PUBLIC COMMENTS ON ITEMS NOT ON THE AGENDA

A person may address the legislative body only on matters not appearing on the agenda and within the subject matter jurisdiction of the legislative body. Speaker requests shall be submitted as set forth on the first page of this agenda. Speakers are limited to three minutes. After 30 minutes, if all speakers have not had the opportunity to speak, the remaining speakers will be given an opportunity to speak prior to adjournment of the meeting. The legislative body cannot enter into a detailed discussion or take action on any items presented during public comments at this time. Such items may only be referred to the City Manager/Executive Director/Secretary for administrative action or scheduled on a subsequent agenda for discussion. Persons wishing to speak on public hearing items should do so at the time of the hearing.

## C. CONSENT AGENDA

1. City Clerk Department
SUBJECT: Approval of Minutes.
RECOMMENDATION: That the Finance & Governance Committee approve the minutes of the December 13, 2022 regular meeting as presented.
Contact: Rose Chaparro, (805) 385-7805

## D. REPORTS

1. Finance Department
SUBJECT: Discussion of the State Auditor's 2021 Fiscal Health Ranking of California Cities. (10 minutes)
RECOMMENDATION: That the Finance & Governance Committee recommend that staff proceed to the City Council to present and discuss the State Auditor's 2021 Fiscal Health Ranking of California Cities.

Please click the following link to view the required Measure M pre-recorded presentation video: https://youtu.be/BTfz1tPiqDE

Contact: Betsy George, (805) 200-5400

2. City Treasurer
SUBJECT: General Banking Services Agreement. (10 minutes)
RECOMMENDATION: That the Finance and Governance Committee recommend that the City Council receive and file the agreement with Bank of America in an estimated amount of $500,000 for an initial term of 3 years with an option to renew for 5 one-year periods.

Please click the following link to view the required Measure M pre-recorded presentation video: https://youtu.be/XpjJzvJt5Xk
Contact: Phillip Molina, (805) 385-7808

E. ITEMS FOR FUTURE AGENDAS

F. ADJOURNMENT

CITY OF OXNARD CALIFORNIA

**FINANCE AND GOVERNANCE COMMITTEE**
**AGENDA REPORT**

**CONSENT AGENDA**
**AGENDA ITEM NO. C.1**

**DATE:** January 10, 2023

**TO:** Finance & Governance Committee

**FROM:** Rose Chaparro, City Clerk, (805) 385-7805, rose.chaparro@oxnard.org

**SUBJECT:** Approval of Minutes.

## RECOMMENDATION

That the Finance & Governance Committee approve the minutes of the December 13, 2022 regular meeting as presented.

## BACKGROUND

Approval of Minutes.

## STRATEGIC PRIORITIES

This agenda item is a routine operational item.

## FINANCIAL IMPACT

There is no financial impact.

*Prepared by: Rose Chaparro, City Clerk*

## ATTACHMENTS

1. MINUTES 12 13 2022 Finance & Governance

MINUTES
OXNARD CITY COUNCIL
FINANCE AND GOVERNANCE COMMITTEE
December 13, 2022

A. ROLL CALL, POSTING OF AGENDA, FLAG SALUTE

At 5:03 p.m., Chair Zaragoza called to order the regular meeting of the Oxnard City Council Finance and Governance Committee in the City Hall Council Chambers at 305 W. Third Street, Oxnard, California. The Assistant City Clerk called the roll and announced the posting of the agenda. Member Gabriela Basua, Member Gabriel (Gabe) Teran, and Chair John C. Zaragoza were present in person.

Councilmember Basua joined the meeting at 5:09 p.m.

Staff members Alexander Nguyen, City Manager; Shiri Klima, Deputy City Manager; Stephen Fischer, City Attorney; Betsy George, Chief Financial Officer; Helen Miller, Chief Information Officer; Tatiana B. Arnaout, P.E., City Engineer; Dee Lai, Assistant City Clerk and Rose Chaparro, City Clerk were present in person.

Jason Zaragoza, Deputy City Attorney and Eden Alomeri, Revenue & Licensing Director & Assistant City Treasurer participated via videoconference.

Consultant Connie Huynh Fife, Project Manager, Municipal & District Finance with Harris & Associates also participated via videoconference.

B. PUBLIC COMMENTS ON ITEMS NOT ON THE AGENDA (None Received.)

Jason Zaragoza, Deputy City Attorney called in remotely via the zoom details provided on the front page of the public meeting agendas and confirmed that the videoconference system (zoom) continues to work efficiently.

C. CONSENT AGENDA

1. City Clerk Department
SUBJECT: Approval of Minutes.
RECOMMENDATION: That the Finance & Governance Committee approve the minutes of the November 22, 2022 regular meeting as presented.

*It was moved by Member Teran, seconded by Member Zaragoza,* to approve the minutes as presented.
VOTE: Basua, Teran, and Zaragoza voted in favor; the motion carried 3-0.

D. REPORTS

1. Finance Department
SUBJECT: Fiscal Year 2021-22 Annual Report on Development Impact Fees (AB1600). (15 minutes)
RECOMMENDATION: That the Finance and Governance Committee recommend that the City Council receive and file the annual development impact fee report (AB1600) for the fiscal year ended June 30, 2022.
(Presentation will be live upon consultant's request).

Betsy George, Chief Financial Officer introduced Connie Huynh Fife, Project Manager, Municipal and District Finance with Harris & Associates who presented and answered the Committee's questions. No public comments were received. Discussion ensued among the Committee and staff.

*It was moved by Member Teran, seconded by Member Basua*, to approve the recommended action as presented. VOTE: Basua, Teran, and Zaragoza voted in favor; the motion carried 3-0.

2. Information Technology Department
   SUBJECT: City of Oxnard Website and Email Update (change from .org to .gov). (15 minutes)
   RECOMMENDATION: That the Finance and Governance Committee recommend that the City Council authorize the Mayor to sign the required federal government authorization letter(s) requesting and maintaining the City of Oxnard's registration of the City's chosen .gov domain name(s) used for City website and online services, including City email.

Helen Miller, Chief Information Officer presented and answered the Committee's questions. No public comments were received. Discussion ensued among the Committee and staff.

*It was moved by Member Basua, seconded by Member Teran*, to approve the recommended action as presented. VOTE: Basua, Teran, and Zaragoza voted in favor; the motion carried 3-0.

3. City Manager Department
   SUBJECT: Appropriation of Bond Proceeds. (15 minutes)
   RECOMMENDATION: That the Finance and Governance Committee recommend the City Council:

   1. Approve the proposed list of redevelopment bond proceeds projects;
   2. Authorize the re-allocation of all remaining 2006 Ormond Beach Tax Allocation Bond (TAB) Proceeds for the purpose of completing the Hueneme Road work related to the Ormond Beach Neighborhood Street Resurfacing project;
   3. Authorize a budget appropriation of $30,655 from the General Fund (101) and corresponding Capital Outlay Fund (301) for the Roof Replacement: South Oxnard Center project (# C2010);
   4. Authorize the re-allocation of all remaining 2006 HERO TAB Proceeds for the purpose of completing the Roof Replacement: South Oxnard Center project and for paving more alleyways; and
   5. Authorize the re-allocation of all remaining 2006 Southwinds TAB Proceeds for the purpose of adding park benches and trash enclosures at Southwinds Park.

   (Pursuant to the Sections 15061(b)(3) and 15378 of the California Environmental Quality Act (CEQA) Guidelines, this item is not a "project" subject to CEQA.)

Shiri Klima, Deputy City Manager introduced Tatiana B. Arnaout, P.E., City Engineer who presented and answered the Committee's questions. No public comments were received. Discussion ensued among the Committee and staff.

*It was moved by Member Basua, seconded by Chair Zaragoza*, to approve the recommended action as presented. VOTE: Basua, Teran, and Zaragoza voted in favor; the motion carried 3-0.

E. ITEMS FOR FUTURE AGENDAS (No requests were made.)

F. ADJOURNMENT

There being no further business on the agenda, and without objection, Chair Zaragoza adjourned the meeting at 5:37 p.m.

ROSE CHAPARRO
City Clerk

JOHN C. ZARAGOZA
Chair

**FINANCE AND GOVERNANCE COMMITTEE**
**AGENDA REPORT**

**REPORTS**
**AGENDA ITEM NO. D.1**

**DATE:** January 10, 2023

**TO:** Finance & Governance Committee

**FROM:** Betsy George, Chief Financial Officer, (805) 200-5400, betsy.george@oxnard.org

**SUBJECT:** Discussion of the State Auditor's 2021 Fiscal Health Ranking of California Cities. (10 minutes)

**RECOMMENDATION**

That the Finance & Governance Committee recommend that staff proceed to the City Council to present and discuss the State Auditor's 2021 Fiscal Health Ranking of California Cities.

Please click the following link to view the required Measure M pre-recorded presentation video: https://youtu.be/BTfz1tPiqDE

**BACKGROUND**

**California State Auditor Local Government Financial Risk Scores**

The state auditor's office released its annual list of California's most financially at-risk cities. The report calculates financial risk scores for 482 cities based on a number of factors including reserves, debt burden, liquidity, revenue trends, pension funds and obligations, and post-employment benefit funds and obligations.

The rankings are not a reflection of where the cities' finances currently stand, but rather a snapshot of financial health based on an analysis of the prior fiscal year's audited financial statements – which, in the case of this year's report, is Fiscal Year 2020-21 (FY21).

Oxnard was ranked #8 most at risk based on the City's June 30, 2021 Annual Comprehensive Financial Report (ACFR).

**DISCUSSION**

Ranking Oxnard as 8th most financially at risk city makes a compelling headline but does not reflect a number of very important factors. The scores are calculated for all cities on an annual basis using a number of backward-looking factors using City's publicly available financial reports. Cities with scores less than 42, are considered to be at high risk of financial distress, and a score of around 72 is where an agency is considered a low risk. Of the 482 cities in California as at June 30, 2021; 5 are high risk, 156 Moderate risk, and 321 at low risk.

This staff report, organized by rating category, explains why the State Auditor has calculated a significant drop in ranking for the City of Oxnard and also describes the methodology used by the State Auditor in their effort to rank nearly five hundred cities of all shapes, sizes, and demographics.

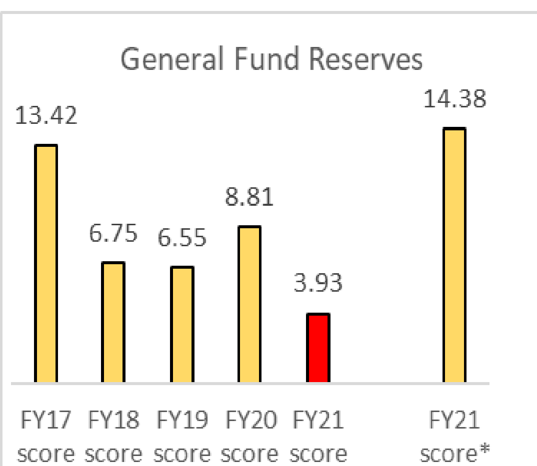
The table below presents the California State Auditor's scoring range and the scores of the City of Oxnard for 2017 through 2021, by financial indicator, as available online at:
https://www.auditor.ca.gov/local_high_risk/dashboard-csa

| Financial Indicators | | General Fund Reserves | Debt Burden | Liquidity | Revenue Trends | Pension Obligation | Pension Funding | Pension Costs | Future Pension Costs | OPEB Obligations | OPEB Funding | Total | City Rank |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| Total Available Points / 100 | | 30.00 | 15.00 | 10.00 | 5.00 | 10.00 | 5.00 | 5.00 | 5.00 | 10.00 | 5.00 | **100.00** | |
| Classification Boundaries | High Risk | 6.50 | 8.33 | 4.99 | 2.50 | 4.00 | 3.50 | 2.22 | 2.22 | 4.00 | 3.50 | **41.76** | |
| | Moderate Risk | 16.00 | 13.33 | 7.49 | 3.75 | 8.00 | 4.00 | 3.33 | 3.33 | 8.00 | 4.00 | **71.23** | |
| | Low Risk | 30.00 | 15.00 | 10.00 | 5.00 | 10.00 | 5.00 | 5.00 | 5.00 | 10.00 | 5.00 | **100.00** | |
| City of Oxnard Score | FY17 score | 13.42 | 6.41 | 10.00 | 3.00 | 5.68 | 3.60 | 2.50 | 1.67 | 10.00 | 0.00 | **56.28** | 101 |
| | FY18 score | 6.75 | 6.58 | 10.00 | 2.75 | 5.60 | 3.70 | 2.78 | 1.67 | 10.00 | 0.00 | **49.83** | 41 |
| | FY19 score | 6.55 | 7.75 | 10.00 | 3.13 | 6.40 | 3.70 | 2.50 | 1.67 | 10.00 | 0.00 | **51.70** | 42 |
| | FY20 score | 8.81 | 7.75 | 8.55 | 3.00 | 6.08 | 3.70 | 2.22 | 1.67 | 10.00 | 0.00 | **51.78** | 49 |
| | FY21 score | 3.93 | 8.58 | 3.55 | 3.25 | 6.56 | 4.30 | 2.50 | 1.67 | 10.00 | 0.00 | **44.34** | 8 |

**General Fund Reserves – 30% of the total score**
General Fund Reserves reported at the end of FY2021 reflect a $36.5 million reduction in available fund balance due to a court order that the General Fund (including Streets Fund), reimburse Utility Funds (Water, Wastewater, and Environmental Waste) for Infrastructure Use Fees (IUF) collected over many years. This is the largest single factor to the significant reduction in the State's risk score from 51.78 (49th) in FY2020 to 44.34 (8th) in FY2021.

The City was ordered to transfer this money back over a three-year period, with $5m of the $36.5m was reimbursed in FY21 before the start of the three year period and the remaining transfers of $12.0 million, $10.0 million, and $9.5 million due to occur in FY 22, FY 23, and FY 24 respectively. The total reimbursement order of $36.5m became effective in June 2021. Government Accounting Standards required the City to recognize the full $31.5 million remaining to be paid - as a reduction of available fund balance - in its ACFR as at June 30, 2021.

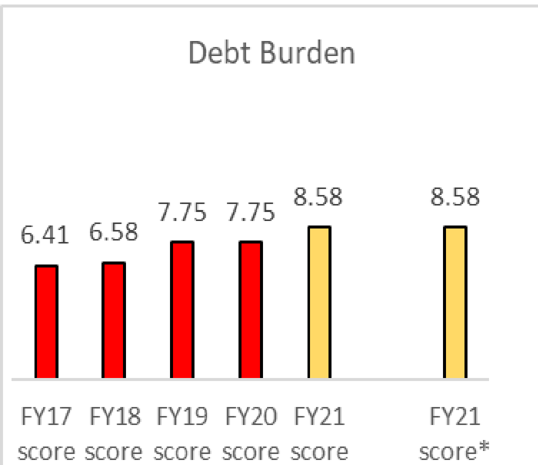
While this is rightly included in the state auditor report, it has a somewhat misleading negative impact on the financial risk score provided because the amount will be paid over three years compared to the immediate reduction to the general fund reserves resulting from the required accounting entry.



*Adjusting for this one-time impact would see Oxnard's score for General Fund reserves increase to approximately 14.38 from the actual FY21 score of 3.93, a significant increase that would see Oxnard move down the risk table approximately 100 places in the General Fund reserves category. Throughout this report - for reference purposes only - the FY21 score has been re-calculated to exude the one-time IUF reimbursement impact.

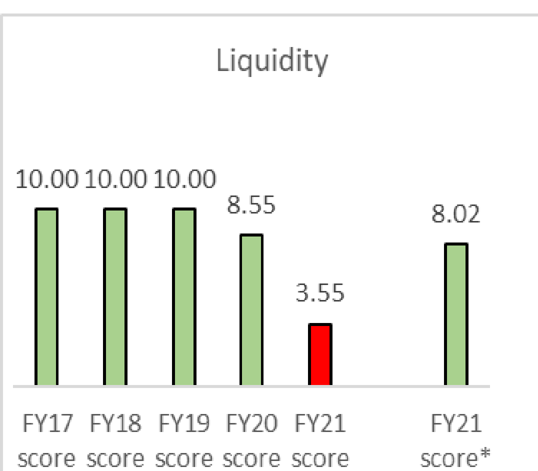
The estimated change in the General Fund reserves score, excluding the one-time IUF impact, would result in the overall City risk score of #69 (compared to the actual score of #8). This highlights the significance of this important indicator. Carrying sufficient reserves within the General Fund to ensure that vital services are maintained during economic challenges is an important responsibility of the City. Given the makeup of City taxes being more stable than many other agencies, and the new Measure E 1.5% sales tax, there is cause for optimism that the City's reserves will be sufficient in the coming years.

**Debt Burden – 15% of the total score**



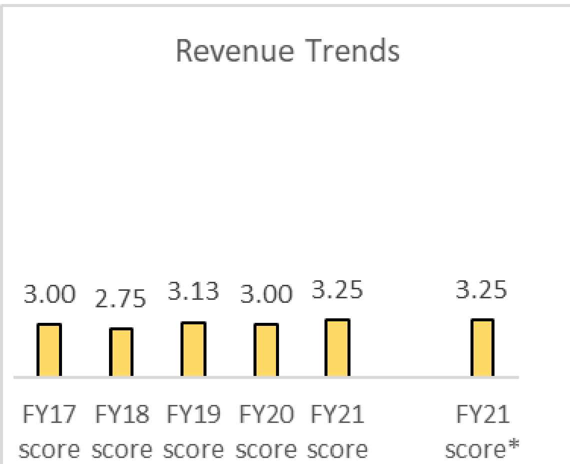

The debt burden score is a factor of general fund revenues and long-term debt. The City issues debt in order to build and maintain critical infrastructure. Spreading the cost of capital improvements and maintenance over the life of an asset through debt payments is a way to achieve generational equity by attempting to match the costs to taxpayers over the time period the asset will be in use. This score will improve when the City reports its FY22 ACFR including a full year of Measure E tax receipts.

**Liquidity – 10% of the total score**



Liquidity score is a factor of cash and investments compared to liabilities. The IUF liability impacts this score similarly to the General Fund reserves score. Adjusting for the one-time IUF impact the City would gain approximately 4.5 points, reducing the risk score from high risk to low risk. Furthermore, the City has sufficient and growing revenues to cover its debt service. This fact resulted in the improvement to the City's credit rating on October 26, 2022 from "A" to "AA-", with rating improvements for lease revenue bonds from "A-" to "A", and Gas Tax bonds from "A+" to "AA-", the fifth upgrade in the last 12 months.

**Revenue Trends – 5% of the total score**

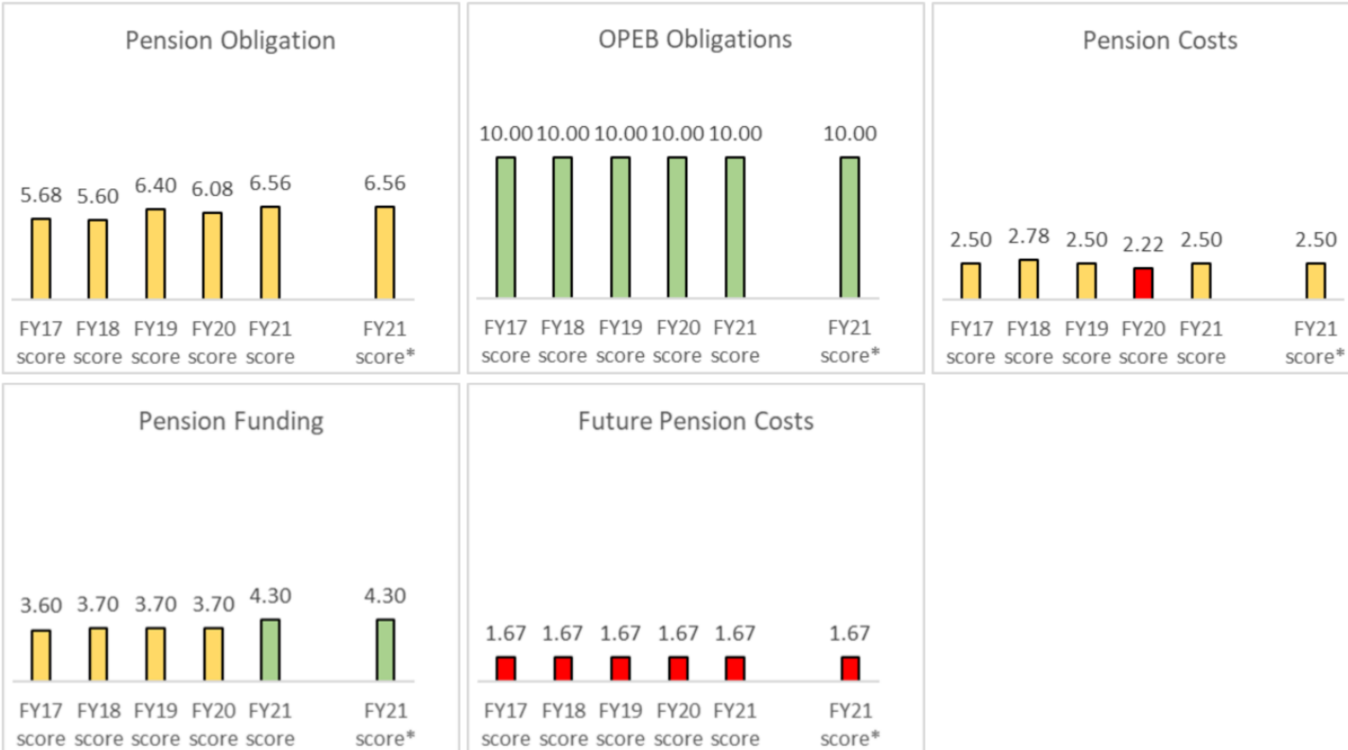



Revenue trends have been positive for the City representing strong growth in the local area for property and sales tax (the two largest sources of revenue for the General Fund.) the report does not take any regard to Measure E, 1.5% Sales tax increase, approved by the voters in November 2020, with receipts commencing in April 1 2022 (final quarter of FY21). This new revenue source along with continued growth in other major categories is not factored into the FY21 score, and should materially impact the assessment.

The City's fundamentals are strong; Oxnard does not overly rely upon tax revenue from discretionary-spending driven sources such as Transient Occupancy Tax (TOT or hotel tax), and Oxnard benefits from a robust real estate market resulting in good property values and corresponding property tax revenues.

**Pension Obligations and Other Post Employment Benefits – 40% of the total score**

This category is an amalgamation of several different factors.




Long established, full-service cities tend to have larger, more mature pension funds and share the same challenge of unfunded liabilities built over years due to investment returns not keeping pace with actuarial assumptions. Oxnard employees and retirees are members of CalPERS California Public Employees Retirement System). The City was 70% funded as at June 30, 2021, in line with most large CalPERS agencies. Like those cities, Oxnard is actively exploring a range of options to mitigate the unfunded liability. The City is pre-paying its annual required unfunded liability basis and held several workshops over the past few years to discuss potential strategies.

**Summary**

The State Auditor ranking of cities based on financial indicators can be a helpful tool as long as it is used in context of its methodology and an appropriate amount of analysis of the many factors affecting current and future financial health of cities.

It can be a challenging task to create a useful and objective comparison of the 482 California cities. Distilling all the various nuances and differences in services provided, and economic differences by location to present an objective and useful comparison. The State Auditor's annual risk categorization and ranking is a useful data point - however - it should not be used as a stand-alone evaluation metric. Users of the ranking must consider other factors such as future projections and consider decisions made that are not included in historic financial results.

Oxnard staff continue to closely monitor all the city's financial indicators and make recommendations to Council when adjustments to budget or financial strategy may be needed. The City is not immune to external economic downturns and the considerable pressure on budgets caused by pension liabilities. The outlook is steadily improving and stabilizing for the City of Oxnard, as evidenced by the continuation of ratings upgrades received from Standards and Poors, including as recently as October 2022. This rating process is trusted by investors all around the world and is the result of careful analysis of audited reports, interviews with City leadership, and discussion of financial strategy and forecasts.

## STRATEGIC PRIORITIES

This agenda item is a routine operational item or does not relate to the five strategic priorities adopted by City Council on March 16, 2021.

## FINANCIAL IMPACT

There is no financial impact.

*Prepared by: Mark Sewell, Assistant Chief Financial Officer*

## ATTACHMENTS

1. Presentation - State Auditor’s 2021 Fiscal Health Ranking of California Cities

# STATE AUDITOR'S 2021 FISCAL HEALTH RANKING OF CALIFORNIA CITIES

Finance and Governance Committee – January 10, 2023

Prepared by: Mark Sewell, Assistant Chief Financial Officer

# OVERVIEW

- State of California Audit Office publishes and annual Risk Assessment of all 482 California Cities.
- The Risk Assessment calculates and ranks the fiscal health of Cities based on a number of publicly available financial indicators.
- Cities considered High Risk may be subject to State Audits and corrective action plans to the Joint Legislative Audit Committee.
- City of Oxnard was categorized as at Moderate Risk of Financial Distress in its most recent report (FY21)
- City of Oxnard rank when compared to other California cities dropped to #8 in FY21 (from #49 in FY20)

This Presentation explains the methodology of the State's scoring system and reassure Council and the public, that while the City has seen its rank increase, the financial fundamentals for the City are strong and improving.

CITY OF OXNARD CALIFORNIA

# STATE AUDITOR METHODOLOGY

- Factors that could indicate Financial Distress:
  - **Financial Reserves**
    - Does the city have sufficient reserves to cover unexpected costs or shortfalls in revenue?
  - **Debt Burden**
    - How is the city's level of debt compared to its income
  - **Cash Position / Liquidity**
    - Is the city able to pat its bills in the coming fiscal year?
  - **Revenue Trends**
    - Is the city's revenue going down over time?
  - **Retirement Obligations**
    - Does the city have the ability to pay for retirement benefits it promised its employees?
- The product of an advisory panel made up of members from Public Policy Institute of California, CalPERS, S&P Global Rating Serves, California Society of Municipal Finance Officers, League of California Cities and University of Washington.
- State Auditor focuses on the General Fund, as this is often the largest fund and is responsible for public safety, public works, recreation and parks.

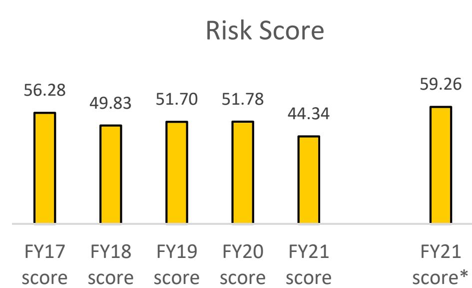
CITY OF OXNARD CALIFORNIA

# CITY OF OXNARD: SCORE BY FINANCIAL FACTOR

- City of Oxnard ranked #8 most at risk of Financial Distress.
- Ranking based on a number of backward looking factors including:
  - General Fund Reserves, Debt, Liquidity, and Pension Obligations.

| | Financial Indicators | General Fund Reserves | Debt Burden | Liquidity | Revenue Trends | Pension Obligation | Pension Funding | Pension Costs | Future Pension Costs | OPEB Obligations | OPEB Funding | Total | City Rank |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| Total Available Points / 100 | | 30.00 | 15.00 | 10.00 | 5.00 | 10.00 | 5.00 | 5.00 | 5.00 | 10.00 | 5.00 | **100.00** | |
| | | | | | | | | | | | | | |
| Classification Boundaries | High Risk | 6.50 | 8.33 | 4.99 | 2.50 | 4.00 | 3.50 | 2.22 | 2.22 | 4.00 | 3.50 | **41.76** | |
| | Moderate Risk | 16.00 | 13.33 | 7.49 | 3.75 | 8.00 | 4.00 | 3.33 | 3.33 | 8.00 | 4.00 | **71.23** | |
| | Low Risk | 30.00 | 15.00 | 10.00 | 5.00 | 10.00 | 5.00 | 5.00 | 5.00 | 10.00 | 5.00 | **100.00** | |
| | | | | | | | | | | | | | |
| City of Oxnard Score | FY17 score | 13.42 | 6.41 | 10.00 | 3.00 | 5.68 | 3.60 | 2.50 | 1.67 | 10.00 | 0.00 | **56.28** | 101 |
| | FY18 score | 6.75 | 6.58 | 10.00 | 2.75 | 5.60 | 3.70 | 2.78 | 1.67 | 10.00 | 0.00 | **49.83** | 41 |
| | FY19 score | 6.55 | 7.75 | 10.00 | 3.13 | 6.40 | 3.70 | 2.50 | 1.67 | 10.00 | 0.00 | **51.70** | 42 |
| | FY20 score | 8.81 | 7.75 | 8.55 | 3.00 | 6.08 | 3.70 | 2.22 | 1.67 | 10.00 | 0.00 | **51.78** | 49 |
| | FY21 score | 3.93 | 8.58 | 3.55 | 3.25 | 6.56 | 4.30 | 2.50 | 1.67 | 10.00 | 0.00 | **44.34** | 8 |

- Oxnard ranking dropped from #49 to #8 in FY21.
- City considered at Moderate Risk FY17 – FY21.



## UNDERSTANDING THE CHANGE IN RANK

- City of Oxnard ranked #8 Most Financially at Risk
  - FY20: 51.78  #49
  - FY21: 44.34  #8
  - Important to note that City is not considered at High Risk.

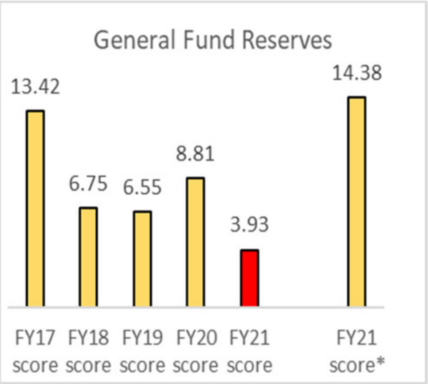
- FY21 Financial Factors Impacted by One-time Adjustment:
  - General Fund Reserves
  - Liquidity
  - City recognized Court Ordered IUF liability to the General Fund ($36.5m) in FY21.
    - *As required by Governmental Accounting Standards*

- New, Ongoing Revenue, Measure E (1.5% tax), Not Fully Factored into Analysis.
  - Commenced in final quarter (April 2021) of FY21.
  - Full benefit not yet seen in financial results used to calculate score.
  - Will enable City to improve General Fund Reserves, Liquidity, and other factors.

CITY OF OXNARD CALIFORNIA

## GENERAL FUND RESERVES

- General Fund Reserves at end of FY21, reported below policy levels due to the required accounting adjustment recognizing full $36.5 million IUF judgement.
  - $5.0 million paid in FY21
  - $12.0 million paid in FY22
  - $10.0 million to be paid in FY23
  - $9.5 million to be paid in FY24
- City was required to recognize the full $36.5 million in FY21. The Court order spread the reimbursement over four years
- City is able to utilize future revenues in order to make these payments.
- Measure E, 1.5% voter approved tax measure commenced receipts in April 2021
- Unrestricted revenue source used to fund general government.
- Helping the City to provide essential services, deliver capital projects and rebuild general fund reserves.



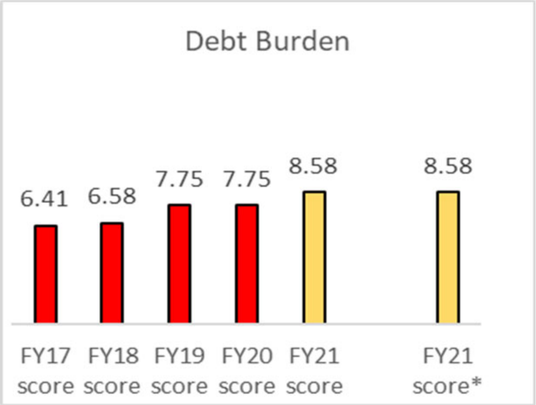

*Adjusting for the IUF shows an underlying score of 14.38.

CITY OF OXNARD CALIFORNIA

## DEBT BURDEN

- Ability for the City to service its debts (excluding Pensions).
- Calculated as Long Term Debt divided Revenues
- City debt burden has been improving as revenues have increased.

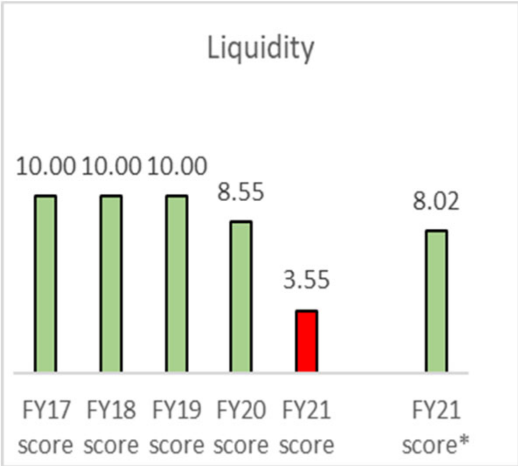
- Matching the costs to taxpayers over the time period the asset will be in use. This score should improve when the City reports its FY22 ACFR including a full year of Measure E tax receipts.



## LIQUIDITY

- Ability for the City to pay its bills in the short term.
- Calculated as General Fund Cash divided by General Fund Liabilities
- City paid $5.0 million in FY21 (reduced Cash)
- City recognized liability of further $31.5 million ( increased liabilities)
- Therefore, Liquidity ratio was impacted significantly by the IUF ruling

- Court Order spread the reimbursement over four years and this is not factored into the State Auditor's calculation. Meaning future revenues - not just existing cash - can be used to make the payments.



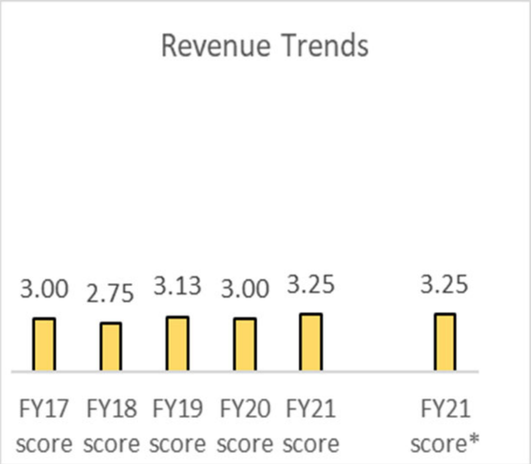

*Adjusting for the IUF improves Liquidity ranking from High Risk to Low Risk.

CITY OF OXNARD CALIFORNIA

## REVENUE TRENDS

- Extent to which the City’s revenues are increasing or shrinking over time.
- Calculated as average annual change over last three years.
- The Score of 3.25 out of 5.00 puts the City close to Low Risk
- This does not factor in a full year of Measure E revenues.

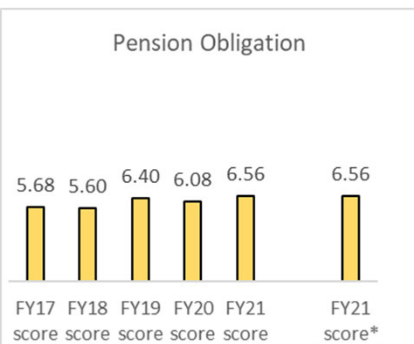
- City of Oxnard has strong fundamental revenues from Sales and Property taxes and does not does not overly rely on discretionary-spending driven sources of revenue such as Transient Occupancy Tax.

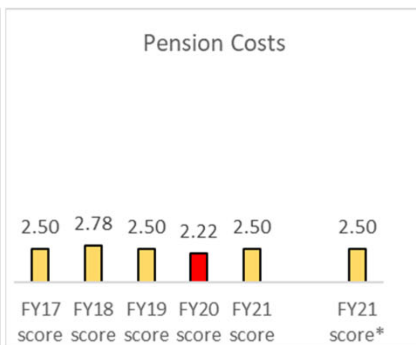


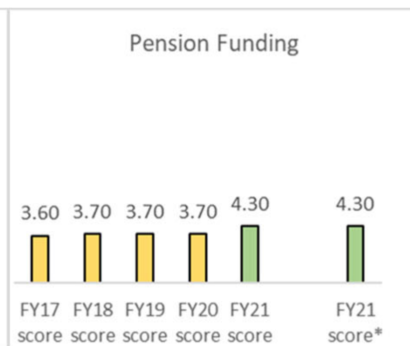
# RETIREMENT OBLIGATIONS

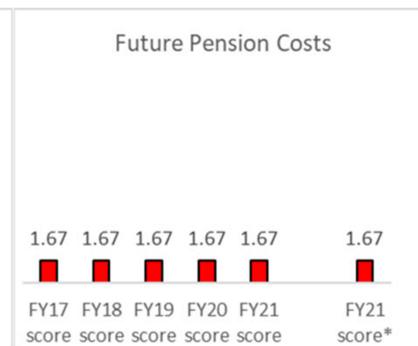
- Net Pension Liability, Required annual payments to CalPERS, Value of Pension Assets and Liabilities and Governmental Revenues are all factors in determining the risk of financial distress as determined by the State Auditors.
- City of Oxnard is similar to many long established, full service cities with large, mature pension plans administered by CalPERS.
- The City's funded status of 70% in FY21 is in line with many other agencies, reflecting the challenge of investment returns falling below actuarial assumptions.

- The City is actively exploring range of options to mitigate pension risk.




CITY OF OXNARD CALIFORNIA

## SUMMARY

- It is a challenging task to compare nearly 500 cities and account for local nuances within each city.
- The State Auditor’s Risk of Financial Distress can be a good tool as long as it is used as one of many tools to evaluate the financial performance and position of a municipality.
- The City’s FY 2021 ranking was heavily impacted by the one-time IUF adjustment and does not include the full impact Measure E revenues.

**City Ratings Upgrade**

- Standard and Poors (S&P) have access to the same data as the State Auditor and augment this with additional information provided by staff during presentations to better understand financial and operating strategy for the City.
- S&P upgraded the City’s credit rating (a widely accepted indicator of financial risk) as recently as October 2022 on the basis of historic and projected financial information.

THANK YOU

CITY OF OXNARD CALIFORNIA

**FINANCE AND GOVERNANCE COMMITTEE**
**AGENDA REPORT**

**REPORTS**
**AGENDA ITEM NO. D.2**

**DATE:** January 10, 2023

**TO:** Finance & Governance Committee

**FROM:** Phillip Molina, City Treasurer, (805) 385-7808, phillip.molina@oxnard.org

**SUBJECT:** General Banking Services Agreement. (10 minutes)

## RECOMMENDATION

That the Finance and Governance Committee recommend that the City Council receive and file the agreement with Bank of America in an estimated amount of $500,000 for an initial term of 3 years with an option to renew for 5 one-year periods.

Please click the following link to view the required Measure M pre-recorded presentation video: https://youtu.be/XpjJzvJt5Xk

## BACKGROUND

The City Treasurer, assisted by City staff from Finance, Information Technology (IT), Human Resources (HR), and Billing and Licensing developed a Request for Proposal (RFP) for Banking Services. Proposals were emailed to multiple banking institutions and solicited on Public Purchase, the City's solicitation portal. Bids were received from Bank of America and Bank of the West. Through a formal evaluation process with criteria set forth in the RFP, Bank of America was deemed as the best value to the City.

The City Treasurer complied with California Government Code Sections 53630-53686 and the City of Oxnard's Purchasing policies and wants to inform the Council and the public that best practices were followed.

## DISCUSSION

State law authorizes a city treasurer to enter into contracts with depositories for services to be rendered by the depository to the agency. The proposals were written to include services such as banking services, lockbox services, sweep transactions, armored guard pickup services, etc. The question that came to mind was whether each separate activity might be best organized in such a way that a mixture of providers could result in better services with lower costs. With that in mind, the RFP was written so that we could pick from the list of services that would be most advantageous for the City.

Many requests for proposals were issued. The City received two proposals from Bank of America and Bank of the West. The two finalists were very qualified, very competitive and familiar with the government cash management processes. Bank of America was chosen through an evaluation process that included a panel of city staff from various departments. City staff gained knowledge from the analysis and verification of competitive pricing. Should the City change banking institutions, the implementation period is approximately between 30-45 days (or more) and would incur additional costs including staff resources.

Bank of America will provide for a continuing Sweep account using a DDA (direct deposit account) 110% collateralized bank account.

## STRATEGIC PRIORITIES

This agenda item is a routine operational item or does not relate to the five strategic priorities adopted by the City Council on March 16, 2021.

## FINANCIAL IMPACT

The 3-year banking services contract, based on historical bank fees and projected volume, is estimated to cost $500,000. However, there is a possibility for this amount to be higher or lower. An Earned Credit Rate (ECR) of 2% will be applied to balances kept in eligible Bank of America deposit accounts. The resulting Earnings Credit Allowance (ECA) can be used to cover the costs or fees incurred from the bank. The ECA is calculated monthly and depending on the balance kept in these accounts, can reduce the amount paid for services and transaction fees. The ECA was considered when estimating the value of the general banking services agreement.

*Prepared by: Phillip Molina, City Treasurer*

## ATTACHMENTS

1. Agreement for Government Banking Services

# AGREEMENT FOR GOVERNMENT BANKING SERVICES

This Agreement for Government Banking Services (the "Agreement") is dated as of January 1, 2023 (the "Effective Date"), by and between Bank of America, N.A., a national banking association ("Bank") and the **City of Oxnard** ("City" or "Client").

WHEREAS, City issued a Solicitation for Banking Services on or about September 27, 2022, more fully identified as RFP #23-22 (the "RFP") for the procurement of various treasury services as outlined therein (collectively, the "Services"); and

WHEREAS, Bank was the successful and awarded bidder for the Services under the RFP, having submitted its proposal to the City on or before November 9, 2022 (the "Proposal"); and

WHEREAS, the City previously executed that certain Authorization and Agreement for Treasury Services Terms and Conditions Booklet dated as of October 5, 2016 (the "T&C Booklet") pursuant to which Bank has previously provisioned various treasury services to the City; and

WHEREAS, pursuant to the laws of the State of California, as applicable, the City wishes to procure such Services from Bank on basis of the RFP and the Proposal, subject to and as modified by the terms herein and Exhibit A attached hereto and made a part hereof; and

WHEREAS, the City and Bank wish to enter into this Agreement for the purpose of specifying the final terms and constituent documents of the full agreement regarding the Services.

NOW THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt of which is hereby acknowledged, the City and Bank each hereby agree as follows:

1. Integrated Agreement. The entire and final integrated agreement between the City and Bank related to the Services shall consist of the following documents: (i) this Agreement, including the schedule of fees as provided in Exhibit A; (ii) the T&C Booklet, including Bank's relevant user documentation and set-up forms in connection with the Services referenced therein, as applicable; (iii) the Bank's Proposal; and (iv) the City's RFP. In the event of conflict among the foregoing documents, such conflict shall be resolved by giving precedence first to this Agreement, then to the RFP as modified by the Proposal, and finally to the T&C Booklet. This integrated agreement supersedes all prior negotiations, representations, statements and agreements between Bank and the City, whether written or oral, regarding the Services.

2. Commencement of Performance. Except as may be otherwise agreed, Bank shall continue and/or begin performing the Services upon the City's execution and delivery of this Agreement and any related set-up forms, as applicable. Bank shall continue to perform the Services during the term of this Agreement in accordance with the terms hereof.

3. Term. The initial term of this Agreement shall begin as of the Effective Date and continue for three (3) years. This Agreement may be further extended or renewed upon mutual consent of the Bank and Client for up to five (5) additional periods of one (1) year each, or for such other period lengths and terms as the Bank and Client may further mutually agree in writing.

4. Failure to Perform/Cure. If Bank materially breaches any requirements of this Agreement, the City may issue a written notice to Bank that outlines the remedial action requested to cure such breach and bring Bank into material conformance with this Agreement. If such remedial action is not completed to the satisfaction of the City within ten (10) business days from Bank's receipt of such notice, the City may issue a second written notice to Bank of such material breach. If Bank does not take satisfactory action within five (5) business days of the date of Bank's receipt of the second written notice, then the City may terminate this Agreement effective immediately or upon such future date as the City may determine for such termination. Failure by the City to issue such notices or to

terminate this Agreement in a particular instance does not waive any of City's rights to issue subsequent notices.

5. Mutual Non-Indemnity. Notwithstanding anything to the contrary herein or in any of the constituent documents of the integrated agreement provided in Section 1 above, to the fullest extent permitted by applicable law, the City and Bank agree to a position of mutual non-indemnification of the other. For avoidance of doubt, the foregoing means that neither the City nor Bank shall bear responsibility to the other under this Agreement for any legal claims brought by third parties other than the City and Bank, or for any costs associated with or resulting from such legal claims.

6. Governing Law. Notwithstanding anything to the contrary herein or in any of the constituent documents of the integrated agreement provided in Section 1 above, the City and Bank agree that the construction and interpretation of this Agreement, and all rights and duties of the City and Bank hereunder, shall be governed by U.S. federal law and then the laws of the State of California, as applicable. Any legal action by the Bank against the City shall be brought in any court of competent jurisdiction with respect to Ventura County, California.

7. Notices. Except as may otherwise be specified in any applicable set-up forms or agreed to in writing by the City and Bank, notices to the City and Bank regarding this Agreement shall be sent to the respective addresses set forth below. Changes in the address set forth below may be made from time to time by either party upon written notice to the other party.

   *City:* City of Oxnard
   Attn: City Treasurer
   300 Third Street, 2nd Floor
   Oxnard, California 93030

   *Bank:* Bank of America, N.A.
   Attn: Public Sector Banking
   333 South Hope Street, 38th Floor, Suite 3820
   Los Angeles, California 90071

8. Authority. The City and Bank each represents and warrants that this Agreement has been duly authorized by all necessary action and is binding on such party in accordance with its terms herein.

9. Counterparts; Electronic Transmission and Signature. The City and Bank agree that this Agreement may be transmitted and signed by electronic or digital means by either/any or both/all parties and that such signatures shall have the same force and effect as original signatures, in accordance with California Government Code Section 16.5 and California Civil Code Section 1633.7. This Agreement may be executed in any number of counterpart copies, each of which shall be deemed an original, but all of which together shall constitute a single instrument.

IN WITNESS WHEREOF, the City and Bank have executed this Agreement for Government Banking Services effective as of the date first written above.

| **CITY OF OXNARD** | | **BANK OF AMERICA, N.A.** | |
|---|---|---|---|
| By: | | By: | David Randolph |
| Name: | | Name: | David Randolph |
| Title: | | Title: | SVP; Sr. Client Manager |
| Date: | | Date: | 12/28/2022 |

*Client - ATTEST*

By: ______________________________

Name: ______________________________

Title: ______________________________

Date: ______________________________

*Client - Approved as to FORM:*

By: ______________________________

Name: ______________________________

Title: ______________________________

Date: ______________________________

*Client – Approved as to CONTENT:*

By: ______________________________

Name: ______________________________

Title: ______________________________

Date: ______________________________

*Client - Approved as to AMOUNT:*

By: ______________________________

Name: ______________________________

Title: ______________________________

Date: ______________________________

*Client - Approved as to INSURANCE*

By: ______________________________

Name: ______________________________

Title: ______________________________

Date: ______________________________

# EXHIBIT A

- **Earnings Credit Rate (ECR):** the Earnings Credit Rate on the City's applicable balances shall be set at 2.0% as of the Effective Date. This is a Bank-managed rate, not a fixed rate, and as such the ECR is subject to change by the Bank at any time, depending upon market conditions.

- **Schedule of Fees / Pro-Forma Analysis Statement:** See Attached.

| AFP Code | Service Code Description | Frequency | Price | Definition |
|---|---|---|---|---|
| 010000 | ACCOUNT MAINTENANCE | PER ACCOUNT / PER MONTH | 5.0000 | THE PER ACCOUNT MONTHLY SERVICE CHARGE FOR MAINTAINING AN ANALYZED ACCOUNT. |
| 251050 | ACH BLOCKS AUTH ADD-CHANGE | PER ADD/CHANGE | 1.0000 | THE CHARGE TO ADD OR CHANGE AUTHORIZED TRADING PARTNER INFORMATION. APPLICABLE TO ACCOUNTS ON THE ACH POSITIVE PAY SERVICE, BLOCKS AND/OR AUTHORIZATIONS SERVICES. |
| 250150 | ACH BLOCKS AUTH INSTRUCTIONS | PER BLOCK AND PER FILTER | 0.7500 | THE CHARGE PER INSTRUCTION ON FILE TO ALLOW SELECTED ACH CREDITS AND/OR DEBITS TO POST TO A CORPORATE ACCOUNT. THIS FEE IS APPLIED TO EACH BLOCK, WHICH IS AN INSTRUCTION. THIS FEE IS APPLIED TO EACH AUTHORIZATION, WHICH IS AN INSTRUCTION. APPLICABLE TO ACCOUNTS ON THE ACH POSITIVE PAY SERVICE, BLOCKS AND/OR AUTHORIZATIONS SERVICES. |
| 251050 | ACH BLOCKS AUTH MAINTENANCE | PER ACCOUNT | 1.0000 | THE CHARGE TO MAINTAIN BLOCKS AND AUTHORIZATION INFORMATION ON THE ACH SYSTEMS. APPLICABLE TO ACH BLOCK AND AUTHORIZATION SERVICE. NOT APPLICABLE TO ACCOUNTS ON ACH POSITIVE PAY SERVICE. |
| 250201 | ACH CREDIT RECEIVED ITEM | PER ITEM | 0.1000 | PER ITEM FEE, CHARGED TO THE RECEIVER FOR PROCESSING AN ACH ITEM OR AN ACH SETTLEMENT ENTRY DESTINED FOR POSTING TO A DDA ACCOUNT. THIS FEE IS IN ADDITION TO THE PER ITEM FEE APPLIED BY DDA FOR POSTING AN ELECTRONIC ITEM TO A DDA ACCOUNT. |
| 250200 | ACH DEBIT RECEIVED ITEM | PER ITEM | 0.0100 | PER ITEM FEE, CHARGED TO THE RECEIVER FOR PROCESSING AN ACH ITEM OR AN ACH SETTLEMENT ENTRY DESTINED FOR POSTING TO A DDA ACCOUNT. THIS FEE IS IN ADDITION TO THE PER ITEM FEE APPLIED BY DDA FOR POSTING AN ELECTRONIC ITEM TO A DDA ACCOUNT. |
| 250640 | ACH DELETE-REVERSAL | PER ITEM | 20.0000 | PER ITEM CHARGE TO DELETE OR REVERSE AN ACH ITEM PREVIOUSLY ORIGINATED BY THE CLIENT. |
| 250501 | ACH INPUT-FILE | PER FILE | 3.0000 | PER FILE FEE TO PROCESS ACH ITEMS THAT ARE DELIVERED TO BANK OF AMERICA VIA A DATA TRANSMISSION. |
| 250102 | ACH LV OFF US ITEMS | PER ITEM | 0.7500 | PER ITEM FEE TO ORIGINATE AN ACH ITEM WHICH IS DESTINED FOR AN ACCOUNT HOLDER AT ANOTHER FINANCIAL INSTITUTION. |
| 250102 | ACH LV ON US ITEMS | PER ITEM | 0.7500 | PER ITEM FEE TO ORIGINATE AN ACH ITEM WHICH IS DESTINED FOR ANOTHER BANK OF AMERICA ACCOUNT HOLDER. |
| 250000 | ACH LV-MONTHLY MAINTENANCE | PER ACH COMPANY ID, PER MONTH | 4.0000 | A MONTHLY FEE TO MAINTAIN ONE ACH COMPANY ID THE ACH SYSTEM WHEN THE ACH COMPANY ID HAS BEEN SET UP ON THE LOW VOLUME PRICE PLAN. THE LOW VOLUME MONTHLY MAINTENANCE FEE APPLIES TO CLIENTS THAT DELIVER A FILE TO THE BANK VIA CASHPRO ACH OR A PAYROLL VENDOR. |

| | | | | |
|---|---|---|---|---|
| 250000 | ACH MONTHLY MAINTENANCE | PER ACH COMPANY ID, PER MONTH | 10.0000 | MONTHLY FEE TO MAINTAIN A COMPANY ID ON THE ACH SYSTEM. |
| 251070 | ACH NOTIF OF CHANGE (NOC) | PER ITEM | 0.5000 | PER ITEM FEE FOR AN ACH NOTIFICATION OF CHANGE (NOC) ITEM SENT BY THE RECEIVER'S FINANCIAL INSTITUTION TO NOTIFY THE ORIGINATOR THAT THE INFORMATION ON AN ACH TRANSACTION IS ERRONEOUS OR HAS BECOME OUTDATED. |
| 250101 | ACH OFF US CREDITS | PER ITEM | 0.0100 | PER ITEM FEE TO ORIGINATE A FUTURE-DATED ACH ITEM WHICH IS DESTINED FOR AN ACCOUNT HOLDER AT ANOTHER FINANCIAL INSTITUTION. |
| 250100 | ACH OFF US DEBITS | PER ITEM | 0.0200 | PER ITEM FEE TO ORIGINATE A FUTURE-DATED ACH ITEM WHICH IS DESTINED FOR AN ACCOUNT HOLDER AT ANOTHER FINANCIAL INSTITUTION. |
| 250101 | ACH ON US CREDITS | PER ITEM | 0.0100 | PER ITEM FEE TO ORIGINATE A FUTURE-DATED ACH ITEM WHICH IS DESTINED FOR ANOTHER BANK OF AMERICA ACCOUNT HOLDER. |
| 250100 | ACH ON US DEBITS | PER ITEM | 0.0100 | PER ITEM FEE TO ORIGINATE A FUTURE-DATED ACH ITEM WHICH IS DESTINED FOR ANOTHER BANK OF AMERICA ACCOUNT HOLDER. |
| 250120 | ACH ORIGINATED ADDENDA | PER ADDENDA RECORD | 0.0200 | PER ITEM FEE TO ORIGINATE ADDENDA RECORDS ACCOMPANYING AN ACH ITEM. AN ADDENDUM RECORD IS AN OPTIONAL ACH RECORD TYPE THAT CARRIES SUPPLEMENTAL DATA NEEDED TO IDENTIFY AN ACCOUNT HOLDER OR PROVIDE ADDITIONAL INFORMATION CONCERNING THE ITEM. |
| 250400 | ACH REPORTS-ELECTRONIC | PER REPORT | 1.0000 | A PER REPORT CHARGE TO DELIVER AN OPTIONAL OR STANDARD ACH REPORT ELECTRONICALLY, INCLUDING VIA ECHANNEL, TRANSMISSION AND OTHER ELECTRONIC DELIVERY METHODS. |
| 250302 | ACH RETURN ITEM | PER ITEM | 0.7500 | PER ITEM FEE TO PROCESS AN ACH RETURNED ITEM PREVIOUSLY ORIGINATED BY THE CLIENT. |
| 251000 | ACH SETUP | PER COMPANY ID | 250.0000 | ONE TIME FEE FOR THE INITIAL SET UP OF A SINGLE COMPANY ID FOR A CLIENT TO ORIGINATE ACH. |
| 159999 | ARP AUTO CHECK RETURN MAINT | PER MONTH | 10.0000 | MONTHLY MAINTENANCE CHARGE FOR ARP AUTO CHECK RETURN SERVICE. THIS ENABLES CLIENTS WHO HAVE DEPOSITORY ACCOUNTS OR ACCOUNTS DEDICATED TO ELECTRONIC PAYMENTS TO AUTOMATICALLY RETURN ALL CHECK TRANSACTIONS POSTED TO THE CLIENT'S ACCOUNT. |
| 200309 | ARP OUTPUT PROCESSING PER ITEM | PER ITEM | 0.0000 | THIS SERVICE IS NO LONGER ACTIVELY SOLD. PER ITEM CHARGE FOR THE PROCESSING OF AN OUTPUT FILE FOR FULL AND PARTIAL RECON SERVICES. |
| 200120 | ARP PARTIAL PPAY ITEM | PER CHECK PAID | 0.0150 | THE PER PAID ITEM CHARGE FOR PROVIDING POSITIVE PAY WITH PARTIAL RECONCILIATION SERVICE. |
| 200020 | ARP PARTIAL PPAY MAINT-SUPP | PER CYCLE/PER ACCOUNT | 15.0000 | MONTHLY PER CYCLE/PER ACCOUNT MAINTENANCE CHARGE FOR THE PARTIAL RECONCILIATION SERVICE WITH POSITIVE PAY WHERE THE CLIENT DOES NOT RECEIVE THE PAPER REPORTS. |

| | | | | |
|---|---|---|---|---|
| 150322 | ARP POSITIVE PAY RETURN-OTHER | PER ITEM | 10.0000 | PER ITEM CHARGE FOR THE RETURN OF PPY EXCEPTION ITEMS FOR A REASON OTHER THAN FRAUD. DEFAULT RETURN DECISIONS INCLUDED. |
| 159999 | ARP PPAY INPUT FILE-TRANS | PER FILE | 0.8000 | THE PER FILE CHARGE FOR SUBMITTING CHECK ISSUE INFORMATION VIA TRANSMISSION FOR ACCOUNTS WITHOUT ANY RECONCILIATION SERVICES.(TRACKING CODE) |
| 150030 | ARP PPAY MAINT-NO RECON | PER MONTH/PER ACCOUNT | 12.0000 | THE PER MONTH PER ACCOUNT CHARGE FOR PROVIDING THE POSITIVE PAY SERVICE. CUSTOMER PROVIDES BANK WITH CHECK ISSUE INFORMATION BUT HAS NO OTHER RECONCILIATION SERVICE(S). |
| 151099 | ARP PPAY NO RECON INPUT ITEM | PER ISSUE INPUT | 0.0200 | THE PER ISSUE ITEM CHARGE FOR PROVIDING POSITIVE PAY SERVICES WITH NO RECONCILIATION. |
| 200301 | ARP RECON OUTPUT FILE | PER FILE | 5.0000 | THE PER FILE CHARGE FOR PROVIDING A RECONCILIATION OUTPUT FILE WHETHER GENERATED DAILY, END OF MONTH, OR ANY OTHER FREQUENCY. |
| 200325 | ARP REPORTS ADDL DUP ANCILLARY | PER ACCOUNT/PER REPORT | 7.5000 | THE PER ACCOUNT/REPORT CHARGE FOR ACCOUNTS RECEIVING ADDITIONAL/DUPLICATE END OF CYCLE REPORTS AND/OR AR ANCILLARY REPORTS (AR DAILY ADJUSTMENT AND AR OUTSTANDING ISSUE REPORT ONLINE). |
| 200209 | ARP VOID CANCEL ITEMS | PER CANCEL | 0.0300 | THE PER CANCEL CHARGE FOR SUBMITTING CANCELS VIA TRANSMISSION, CASHPRO OR CASHPRO CHECK ISSUES AND CANCELS API. |
| 450020 | AUTO MUTUAL FUND INVESTMENT | PER MONTH | 75.0000 | THE MONTHLY FEE CHARGED TO A CLIENT USING THE AIS SWEEP MUTUAL FUND ADVISER M SERVICE. THIS FEE ALSO APPLIES TO THE MASTER ACCOUNT IN AN AIS MULTI-ACCOUNT ADVISER M SWEEP RELATIONSHIP. |
| 100000 | BANKING CENTER DEPOSIT | PER DEPOSIT | 5.7500 | THE FEE FOR PRESENTING A DEPOSIT TO A TELLER IN A BANKING CENTER FOR CREDIT TO THE ACCOUNT AND IMMEDIATE VERIFICATION OF THE CASH PORTION OF THE DEPOSIT. THIS FEE IS APPLIED PER DEPOSIT. |
| 350320 | BOOK CREDIT | PER ITEM | 0.0000 | THE RECEIPT OF A TRANSFER TO A CLIENT'S ACCOUNT FROM ANOTHER BANK OF AMERICA ACCOUNT NOT IN THE SAME CLIENT RELATIONSHIP. |
| 350120 | CASHPRO ACCOUNT TRANSFER | PER TRANSACTION | 2.0000 | CHARGE TO INITIATE A TRANSFER BETWEEN TWO BANK OF AMERICA ACCOUNTS FOR THE SAME CLIENT VIA CASHPRO. |
| 200305 | CASHPRO ARP REPORTS | PER MONTH/PER ACCOUNT | 15.0000 | THE PER MONTH PER ACCOUNT CHARGE FOR ANY/ALL RECONCILIATION REPORTS PASSED TO CASHPRO, STANDARD & OPTIONAL RPT WITH A 24 MONTH RETENTION. THIS INCLUDES ALL STANDARD AND OPTIONAL END OF CYCLE REPORTS AND THE DAILY PAID REPORT. |
| 350000 | CASHPRO GP ACCTS ENTITLED | | 0.0000 | A BUNDLED FEE USED FOR BUNDLED ACCOUNT AND/OR PER ITEM FEES FOR CUSTOM AND DEFENSIVE PRICING SCENARIOS. NOT INTENDED FOR BROAD USE. |

| | | | | |
|---|---|---|---|---|
| 350599 | CASHPRO GP CUST MNT TMPLT STRG | PER ITEM | 0.5000 | STORAGE OF A CASHPRO ONLINE WIRE PAYMENT TEMPLATE. |
| 151350 | CASHPRO IMAGE SUBSCRIPTION | PER ACCOUNT / PER MONTH | 0.4500 | PER ACCOUNT PER MONTH MAINTENANCE FEE FOR CASHPRO IMAGE SUBSCRIPTION. |
| 400055 | CASHPRO ONLINE CDR ACCOUNT | PER ACCOUNT / PER MONTH | 40.0000 | MONTHLY MAINTENANCE CHARGE FOR EACH BOA OR MULTIBANK(DOMESTIC OR INTERNATIONAL ) REPORTING ACCOUNT ENTITLED TO CDR THROUGH CASHPRO ONLINE. PER ACCOUNT, PER MONTH. |
| 400275 | CASHPRO ONLINE CDR ITEM | PER ITEM | 0.1000 | PER ITEM CHARGE FOR ONE TIME LOAD OF CURRENT DAY SUMMARY & DETAIL ITEMS FOR USE ON CASHPRO ONLINE REPORTING. 24 MONTH STORAGE. NOTE: ALL SUMMARY BALANCES WILL BE CHARGED (ZERO AND NON-ZERO) (EX.LEDGER BALANCE, COLLECTED BALANCE, 1 DAY FLOAT ETC) NO CHARGE FOR ZERO DOLLAR SUMMARY TOTAL FIELDS (EXAMPLE: TOTAL DEBITS, TOTAL ACH CREDITS ETC.). NOTE: ON AVERAGE A CLIENT MIGHT HAVE 10-15 SUMMARY FIELDS PER ACCOUNT PER DAY. THIS CHARGE IS FOR BOTH BOA AND MULTIBANK ACCOUNTS. |
| 151351 | CASHPRO ONLINE IMAGE RETRIEVAL | PER ITEM | 0.0000 | CHARGE IF CLIENTS VIEWS A SINGLE IMAGE OR PRINTING THE IMAGE LIST VIEW WITHIN CHECK MANAGEMENT. WHEN PRINTING LIST VIEW FEE ASSESSED FOR EACH IMAGE PRINTED. (NO CHARGE WHEN REVIEWING POSITIVE PAY ITEMS). |
| 400052 | CASHPRO ONLINE PDR ACCOUNT | PER ACCOUNT / PER MONTH | 15.5000 | MONTHLY MAINTENANCE CHARGE FOR EACH BOA OR MULTIBANK(DOMESTIC OR INTERNATIONAL ) REPORTING ACCOUNT ENTITLED TO PDR THROUGH CASHPRO ONLINE. PER ACCOUNT, PER MONTH. |
| 400272 | CASHPRO ONLINE PDR ITEM | PER ITEM STORED | 0.0300 | PER ITEM CHARGE FOR ONE TIME LOAD OF PREVIOUS DAY SUMMARY & DETAIL ITEMS FOR USE ON CASHPRO ONLINE REPORTING. 24 MONTH STORAGE. NOTE: ALL SUMMARY BALANCES WILL BE CHARGED (ZERO AND NON-ZERO) (EX.LEDGER BALANCE, COLLECTED BALANCE, 1 DAY FLOAT ETC) NO CHARGE FOR ZERO DOLLAR SUMMARY TOTAL FIELDS (EXAMPLE: TOTAL DEBITS, TOTAL ACH CREDITS ETC.). NOTE: ON AVERAGE A CLIENT MIGHT HAVE 10-15 SUMMARY FIELDS PER ACCOUNT PER DAY. THIS CHARGE IS FOR BOTH BOA AND MULTIBANK ACCOUNTS. |
| 400340 | CASHPRO ONLINE RESEARCH ITEM | PER ITEM | 0.0200 | CASHPRO PREMIUM PACKAGE. INFORMATION REPORTING SERVICES. RESEARCH ITEM. PER ITEM RETRIEVED. |

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| 400299 | CASHPRO ONLINE SUBSCRIPTION | PER ID/ PER MONTH | 50.0000 | CASHPRO ONLINE PORTAL FEE; CHARGED FOR HAVING ACCESS TO CASHPRO ONLINE, IF THE ID HAS ONE OR MORE TREASURY APPS (ACH, ACH PPY, BILLPAY, GLOBAL PAYMENTS, PDR/CDR, RECEIVABLES) AND IS SETUP WITH COMMERCIAL OR LG. CORPORATE SEGMENT & STANDARD PRICE PLAN IN CP TOOL. WITH CASHPRO ONLINE ACCESS CLIENTS WILL HAVE COMPLIMENTARY ACCESS TO APIS, ALERTS, AND THE CASHPRO APP FOR THE PRODUCTS THEY ARE ENTITLED TO. NOTE: SERVICE CODE 1720 ALSO APPLIES IF CLIENT HAS PDR AND/OR CDR. |
| 400299 | CASHPRO REPORT EMAIL SCHEDULED | PER EMAIL | 0.0000 | A PER NOTIFICATION CHARGE FOR A USER SCHEDULED SUMMARY LEVEL EMAIL NOTIFICATION VIA THE CASHPRO PREMIUM PACKAGE SERVICE. |
| 400299 | CASHPRO REPORTING SUBSCRIPTION | PER CO ID / PER MONTH | 20.0000 | CASHPRO REPORTING MONTHLY MAINTENANCE. MONTHLY CHARGED FOR HAVING ACCESS TO INFORMATION REPORTING APPLICATION WHEN COMPANY IS ENTITLED TO PDR AND/OR CDR. INCLUDES 24 MONTH DATA RETENTION FOR REPORTS, ACCESS TO REPORTING APIS AND ALERTS, CASHPRO FORECASTING AND MORE. |
| 100040 | CHANGE ORDER BKG CTR | PER ORDER | 13.1100 | THE FEE FOR RECEIVING AND PROCESSING A REQUEST FOR COIN AND/OR CURRENCY IN A BANKING CENTER OR AUTOMATED BUSINESS CENTER. THE FEE IS APPLIED PER EACH CHANGE ORDER PROCESSED. |
| 100141 | CHANGE ORDER-AUTO OR STNDG-VLT | PER ORDER | 6.0000 | THE FEE FOR RECEIVING AND PROCESSING A REQUEST FOR COIN AND/OR CURRENCY IN A CASH VAULT RECEIVED VIA A STANDING ORDER OR AN AUTOMATED CHANNEL. THIS FEE IS APPLIED FOR EACH CHANGE ORDER PROCESSED. |
| 100200 | CHECK DEPOSIT-ICL or RDSO | PER DEPOSIT | 0.4500 | RECEIPT OF A TRANSMISSION WHICH CONTAINS A DEPOSIT OF AN IMAGE CASH LETTER. |
| 10022Z | CHECKS DEPOSITED-BKG CENTER | PER ITEM | 0.2000 | PAPER CHECK DEPOSITS MADE IN BANKING CENTER. |
| 10022Z | CHECKS DEPOSITED-CASH VAULT | PER ITEM | 0.2000 | PAPER CHECK DEPOSITS MADE THROUGH CASH VAULTS. |
| 10022Z | CHECKS DEPOSITED-LOCKBOX | PER ITEM | 0.0800 | CHECKS DEPOSITED THROUGH LOCKBOX. |
| 10022Z | CKS DEP UN-ENCODED ITEMS | PER ITEM | 0.1950 | TRANSACTIONAL CHARGE FOR PROCESSING UNENCODED CHECKS. |
| 100111 | COIN DEPOSIT-NON STD BAG-VLT | PER BAG | 7.0000 | THE FEE TO DEPOSIT BAGS OF LOOSE COIN IN LESS THAN FEDERAL RESERVE STANDARD AMOUNTS OR MIXED DENOMINATION DELIVERED DIRECTLY TO A CASH VAULT. THIS FEE IS APPLIED PER BAG. |
| 100199 | COIN DEPOSIT-ROLL-VLT | PER ROLL DEPOSITED | 0.2000 | THE FEE TO DEPOSIT ROLLS OF COIN DELIVERED TO A CASH VAULT. THIS FEE IS APPLIED PER ROLL. FOR BULK COIN DEPOSITS THIS FEE IS IN ADDITION TO THE PER BAG FEE. |
| 100044 | COIN SUPP ROLL-BKG CTR | PER ROLL | 0.2500 | THE PER ROLL FEE FOR SUPPLYING ROLLS OF COIN OF ANY DENOMINATION FROM A BANKING CENTER. |

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| 100146 | COIN SUPP ROLL-BOX-VLT | PER ROLL | 0.0800 | THE FEE FOR SUPPLYING A STANDARD BOX OF ROLLED COIN FROM A CASH VAULT. A STANDARD BOX MAY CONTAIN 25 OR 50 ROLLS, DEPENDING ON DENOMINATION REQUESTED. THE FEE IS APPLIED PER ROLL CONTAINED IN BOX(ES) SUPPLIED. |
| 100144 | COIN SUPP ROLL-VLT | PER ROLL | 0.1200 | THE FEE FOR SUPPLYING INDIVIDUAL ROLLS OF COIN FROM A CASH VAULT. THE FEE IS APPLIED PER ROLL SUPPLIED. |
| 010101 | CREDITS POSTED-OTHER | PER ITEM | 0.0100 | PER ITEM FEE CHARGED TO THE RECEIVER FOR POSTING AN ELECTRONIC ITEM TO A DDA ACCOUNT. |
| 100102 | CURR DEPOSITED-PER NOTE-VLT | PER NOTE | 0.0408 | THE FEE FOR PROCESSING THE CASH PORTION OF A DEPOSIT DELIVERED DIRECTLY TO A CASH VAULT BY CLIENT'S ARMORED CARRIER. THE FEE IS APPLIED TO EACH NOTE DEPOSITED. |
| 100049 | CURR SUPP $100-BKG CTR | PER $100 | 0.2500 | THE FEE FOR PROVIDING CURRENCY REQUESTED FROM THE BANKING CENTER OR AUTOMATED BUSINESS CENTER . THE FEE IS APPLIED TO EACH $100 REQUESTED. |
| 100148 | CURR SUPP-$100-NONSTD-VLT | PER $100 | 0.1200 | THE FEE FOR SUPPLYING CURRENCY IN NON-STANDARD STRAP AMOUNTS (I.E., LESS THAT 100 NOTES OF THE SAME DENOMINATION) FROM A CASH VAULT. THE FEE IS APPLIED TO EACH $100 SUPPLIED (ANY PARTIAL STRAP RESULTS IN ENTIRE ORDER BEING TREATED AS NONSTD. |
| 10014A | CURR SUPP-$100-STD-VLT | PER $100 | 0.0900 | THE FEE FOR SUPPLYING CURRENCY IN STANDARD STRAP AMOUNTS (I.E.,100 NOTES OF THE SAME DENOMINATION) FROM A CASH VAULT. THE FEE IS APPLIED TO EACH $100 SUPPLIED. |
| 10001Z | CURR-COIN DEP-$100-BKG CTR | PER $100 | 0.1800 | THE FEE FOR COUNTING THE CASH PORTION OF A DEPOSIT AT THE TIME OF PROCESSING THE DEPOSIT FOR CREDIT TO THE ACCOUNT. THIS FEE IS APPLIED TO EACH $100 CASH DEPOSITED AT A BANKING CENTER. THIS IS ALSO KNOWN AS IMMEDIATE VERIFICATION. |
| 10001A | CURR-COIN DEP-$100-QBD-ND | PER $100 | 0.2100 | THE FEE FOR COUNTING THE CASH PORTION OF A POST-VERIFIED DEPOSIT DELIVERED TO A BANKING CENTER. CASH IN A POST-VERIFIED DEPOSIT IS COUNTED AFTER THE DEPOSIT IS PROCESSED FOR CREDIT TO THE ACCOUNT. THIS FEE IS APPLIED TO EACH $100 CASH DEPOSITED. |
| 010100 | DEBITS POSTED-OTHER | PER ITEM | 0.0100 | PER ITEM FEE CHARGED TO THE RECEIVER FOR POSTING AN ELECTRONIC ITEM TO A DDA ACCOUNT. |
| 100106 | DEP CONDITIONING-SURCHG-VAULT | PER DEPOSIT | 10.0000 | PER DEPOSIT CHG FOR DEPOSITS DELIVERED TO A VAULT WHICH DO NOT MEET STD VAULT DEPOSIT PREPARATION CRITERIA (E.G., CURRENCY IS NOT PRESENTED ORDERLY) THE CHARGE IS APPLIED FOR EACH DEPOSIT NOT PRESENTED PER DEPOSIT INSTRUCTIONS. |
| 000230 | DEPOSIT BANK ASSESSMENT | PER $1,000 | 0.1461 | MONTHLY CHARGE FOR DEPOSIT BALANCES. A FEE BASED ON THE ACCOUNT'S AVERAGE POSITIVE LEDGER BALANCES FOR THE MONTH. |

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| 100501 | DEPOSIT CORRECTION-CASH | PER CORRECTION | 8.0000 | THE FEE FOR A DISCREPANCY FOUND BETWEEN CLIENT'S DECLARED AMOUNT OF CASH DEPOSITED AND THE AMOUNT ACTUALLY VERIFIED BY BANK. CHARGE APPLIES TO ALL CASH VAULT AND BANKING CENTER CASH DEPOSITS AND IS APPLIED PER DEPOSIT REQUIRING ADJUSTMENT. ALSO APPLIED FOR A MISSING DEPOSIT TICKET. |
| 100502 | DEPOSIT CORRECTION-NONCASH-RDS | PER CORRECTION | 1.0000 | TRANSACTIONAL CHARGE FOR PROCESSING AN ADJUSTMENT FOR EACH NON-CASH DEPOSIT RECONCILIATION DIFFERENCE OR AN ADJUSTMENT MADE TO AN INCOMING IMAGE LETTER. |
| 010000 | DEPOSITORY+ SUB ACCT MAINT | PER ACCOUNT | 25.0000 | THE MONTHLY CHARGE FOR MAINTAINING THE CUSTOMER-DEFINED IDENTIFICATION NUMBER FOR A DEPOSITORY+ SUBSIDIARY ACCOUNT, ATTACHING THAT NUMBER TO EACH TRANSACTION PRIOR TO REPORTING IT AND ROLLING TRANSACTION INFORMATION TO THE MASTER ACCOUNT. |
| 350103 | ELEC WIRE OUT-DOMESTIC | PER WIRE | 4.0000 | OUTGOING, ELECTRONICALLY INITIATED USD WIRE BEING SENT FROM OUR CLIENT'S U.S. BANK OF AMERICA ACCOUNT TO A BENEFICIARY'S ACCOUNT AT ANOTHER U.S. BANK. |
| 25010B | EXPRESS TAX (EFTPS) ONLINE PMT | PER TRANSACTION | 0.7500 | THE CHARGE PER TRANSACTION FOR TAX PAYMENTS SUBMITTED THROUGH EXPRESS TAX SOFTWARE PRODUCT. |
| 150102 | GENERAL DISB CKS PAID-IMAGE | PER CHECK | 0.0800 | THE GENERAL DISBURSEMENT PER ITEM CHECKS PAID CHARGE FOR RECEIVING FRONT ONLY OR FRONT AND BACK IMAGES OF PAID CHECKS VIA IMAGE STATEMENT. |
| 150102 | GENERAL DISB CKS PAID-TRUNC | PER ITEM | 0.0600 | GENERAL DISBURSEMENT PER ITEM FEE FOR TRUNCATED PAID CHECKS. |
| 151351 | IMAGE ARCHIVE-180 DAY-2 YEAR | PER ITEM | 0.0354 | THE PER ITEM FEE ASSOCIATED WITH THE CAPTURE AND STORAGE FOR ONLINE ACCESS TO PRESENTED IMAGES ITEMS FOR 180 DAYS TO TWO YEARS. |
| 151351 | IMAGE ARCHIVE-90 DAYS | PER ITEM | 0.0000 | THE PER ITEM FEE ASSOCIATED WITH THE CAPTURE AND STORAGE FOR ONLINE ACCESS TO PRESENTED IMAGES ITEMS FOR 90 DAYS. |
| 100229 | IMAGE DEPOSITED ITEMS-RDSO | PER ITEM | 0.0700 | BUNDLED PRICE FOR ITEMS CLEARED AS IMAGES VIA RDSO |
| 151350 | IMAGEDROP FILE MAINTENANCE | PER MONTH / PER ACCOUNT | 5.4500 | IMAGEDROP FILE MONTHLY MAINTENANCE FILE FEE PER ACCOUNT FOR SOFTWARE EXPENSE, ONGOING SUPPORT AND REVISION/UPGRADES. |
| 151353 | IMAGEDROP PER FILE | PER FILE | 5.0000 | IMAGEDROP FILE FEE ASSESSED ON THE DESIGNATED "PRIMARY" ACCOUNT. |
| 151353 | IMAGEDROP PER ITEM | PER ITEM | 0.0200 | PER ITEM FEE IS BASED ON POSTED CHECKS AND DEBIT ITEMS AND ASSESSED AT THE ACCOUNT LEVEL. |
| 350300 | INCOMING DOMESTIC WIRE | PER WIRE | 4.0000 | INCOMING, ELECTRONICALLY INITIATED USD WIRE BEING SENT FROM A U.S. BANK TO OUR CLIENT'S BAML ACCOUNT IN THE U.S. |

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| 101010 | MTHLY ARMORED CARRIER | AMOUNT | 2758.4400 | A BILL PAYMENT ARRANGEMENT UNDER WHICH THE BANK PAYS FEES FOR TRANSPORTATION SERVICES FOR DELIVERY OF VAULT DEPOSITS PROVIDED A CLIENT PURSUANT TO A CONTRACT BETWEEN THE CLIENT AND A 3RD PARTY VENDOR, AND WHICH RESULTS IN EXPLICIT (I.E. HARD DOLLAR) CHARGES OR BALANCE BASED CHARGES (USING EARNINGS CREDITS) IN AN AMOUNT AT LEAST EQUAL TO THE BILL PAYMENT. SUBJECT TO THE NON-STANDARD REQUEST POLICY AND APPROVAL BY CONTRACT MANAGEMENT. |
| 101010 | MTHLY ARMORED CARRIER | AMOUNT | 0.0000 | A BILL PAYMENT ARRANGEMENT UNDER WHICH THE BANK PAYS FEES FOR TRANSPORTATION SERVICES FOR DELIVERY OF VAULT DEPOSITS PROVIDED A CLIENT PURSUANT TO A CONTRACT BETWEEN THE CLIENT AND A 3RD PARTY VENDOR, AND WHICH RESULTS IN EXPLICIT (I.E. HARD DOLLAR) CHARGES OR BALANCE BASED CHARGES (USING EARNINGS CREDITS) IN AN AMOUNT AT LEAST EQUAL TO THE BILL PAYMENT. SUBJECT TO THE NON-STANDARD REQUEST POLICY AND APPROVAL BY CONTRACT MANAGEMENT. |
| 150500 | NON-RELATIONSHIP CK CASHED-CA | PER ITEM | 4.5000 | NON-RELATIONSHIP CUSTOMER CHECK CASHING TRANSACTIONS THAT OCCUR IN CA BANKING CENTER; CLIENT HAS CA SPECIFIC NRC ARRANGEMENT |
| 010310 | PAPER DEPOSIT STATEMENT MAILED | PER ITEM | 25.0000 | CHARGE FOR PAPER STATEMENT WHEN RECEIVING ELECTRONIC. |
| 150210 | PAYEE POSITIVE PAY ISSUE MATCH | PER ISSUE INPUT | 0.0300 | THE PER ISSUE ITEM CHARGE FOR MATCHING PAID CHECK PAYEE NAME INFORMATION AND THE CHECK ISSUANCE PAYEE INFORMATION. |
| 150122 | PAYEE POSITIVE PAY MAINTENANCE | PER MONTH/PER ACCOUNT | 0.0000 | MONTHLY PER ACCOUNT MAINTENANCE FOR THE PAYEE POSITIVE PAY SERVICE. |
| 251110 | PAYMODE CON MTHLY LICENSE | PER MONTH | 90.0000 | MONTHLY FEE FOR USE OF PAYMODE CONCENTRATOR SERVICE. |
| 250800 | PAYMODE CON TRANSACTION | PER PAYMENT | 0.0800 | PER ITEM FEE FOR EACH PAYMENT CONCENTRATED. |
| 010610 | PHOTOCOPY-MANUAL | PER ITEM | 7.0000 | THE PER ITEM CHARGE FOR PHOTOCOPYING CHECKS, DEPOSIT TICKETS, ETC. |
| 010610 | PHOTOCOPY-SELF SERVICE | PER ITEM | 3.0000 | PER ITEM CHARGE FOR PHOTOCOPIES REQUESTED THROUGH SELF-SERVICE CHANNELS (VRU, CPO). |
| 150310 | POSITIVE PAY EXCEPTIONS | PER ITEM | 0.0150 | THE PER ITEM CHARGE FOR PAID NO ISSUE, CHECK VOIDED PRIOR TO PAYMENT AND PAYEE NOT FOUND POSITIVE PAY EXCEPTION ITEMS RELEASED TO THE CLIENT FOR DECISION. |

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| 100007 | QBD-NIGHT DROP DEPOSIT | PER DEPOSIT | 5.2700 | THE FEE FOR GIVING CONDITIONAL CREDIT FOR A DEPOSIT DELIVERED TO A BANKING CENTER. THE DEPOSIT IS CREDITED UNDER THE CONDITION THAT THE DECLARED CASH AMOUNT IS EQUAL TO THE ACTUAL CASH COUNTED. THE FEE IS APPLIED PER DEPOSIT. NOTE: CURRENCY DEPOSITS MADE INTO A REMOTE NIGHT DROP WILL BE BILLED AS VAULT DEPOSIT AND CURR DEPOSITED-PER NOTE-VLT. |
| 010000 | REMOTE DEPOSIT ACCOUNT MAINT | PER ACCOUNT | 10.0000 | THE MONTHLY MAINTENANCE CHARGE FOR EACH ACCOUNT ENTITLED TO THE REMOTE DEPOSIT SERVICE. |
| 019999 | REMOTE DEPOSIT CKC IMAGE PROC | PER ITEM | 0.0400 | THE PER ITEM CHARGE FOR THE SCANNING, VALIDATION, CORRECTION AND TRANSMISSION OF REMOTE DEPOSIT ITEMS. |
| 019999 | REMOTE DEPOSIT ITEM STORAGE | PER ITEM | 0.0000 | THE ROLLING 45 DAY STORAGE OF REMOTE DEPOSIT DEPOSITED ITEMS IMAGES WITHIN THE REMOTE DEPOSIT APPLICATION WITHIN CASHPRO. |
| 019999 | REMOTE DEPOSIT SUPPLY ORDERS | AMOUNT | 72.3000 | REMOTE DEPOSIT SUPPLY ORDERS. |
| 100401 | RETURNS-ADDITIONAL ADVICE | PER ITEM | 2.0000 | A PER ITEM CHARGE FOR A SINGLE, DUPLICATE OR TRIPLICATE RETURNED ITEM PER ADVICE. |
| 100401 | RETURNS-ALTERNATE ACCT | PER DAY | 0.0500 | RETURNED ITEMS ARE DEPOSITED TO ONE DDA ACCOUNT AND ARE CHARGED BACK TO A DIFFERENT DDA ACCOUNT. A DAILY CHARGE ONLY WHEN THERE IS ACTIVITY. |
| 100400 | RETURNS-CHARGEBACK | PER ITEM | 1.5000 | PER ITEM CHARGE FOR A DEPOSITED CHECK WHICH IS RETURNED BY THE PAYER BANK AND DEBITED BACK TO THE DEPOSITOR'S ACCOUNT. |
| 100402 | RETURNS-RECLEAR | PER ITEM | 0.7000 | THE CHARGE FOR REDEPOSITING AN ITEM WHICH HAS BEEN RETURNED BY THE PAYER BANK TO THE DEPOSITOR'S ACCOUNT. A PER ITEM CHARGE. |
| 010610 | STATEMENT COPY | PER ITEM | 10.0000 | THE PER ITEM CHARGE FOR PROVIDING A PHOTOCOPY OF A CLIENT'S DDA STATEMENT UPON REQUEST. CLIENT HAS THE OPTION OF RECEIVING THE STATEMENT COPY WITH OR WITHOUT COPIES OF THE ACCOMPANYING CHECKS. IF CHECK COPIES ARE REQUESTED, CHECK PHOTOCOPY FEES APPLY. |
| 150410 | STOP PAY AUTOMATED<=12 MONTHS | PER STOP PLACED OR RE-ISSUED | 3.5000 | PER STOP FEE FOR STOP PAYMENTS PLACED AND REISSUED VIA CASHPRO FOR DURATIONS OF 12 MONTHS OR LESS. |
| 101010 | TRANS MGMT MONTHLY MAINT | MONTHLY REPEATER | 25.0000 | FEE FOR ADMINISTERING VAULT TRANSPORTATION SERVICES. |
| 100100 | VAULT DEPOSIT | PER DEPOSIT | 1.5000 | PER DEPOSIT FEE FOR PROCESSING A DEPOSIT DELIVERED TO A CASH VAULT. |
| 350000 | WIRE MONTHLY SUBSCRIPTION | PER MONTH | 10.0000 | CASHPRO ONLINE GLOBAL PAYMENTS SERVICES MONTHLY MAINTENANCE (PREMIUM SUBSCRIPTION FEE). |
| 050422 | WLBX CASHPRO REC ARCHIVE 6M-1Y | PER IMAGE | 0.0150 | PER IMAGE FEE TO HAVE LOCKBOX IMAGES ARCHIVED AND AVAILABLE ONLINE FOR A PERIOD OF 6 MONTHS OR 1 YEAR. |
| 050400 | WLBX CASHPRO REC MAINTENANCE | PER MONTH | 115.0000 | PER MONTH MAINTENANCE FEE TO ACCESS LOCKBOX IMAGES AND DETAIL INFORMATION VIA AN ONLINE PORTAL. |

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| 050424 | WLBX CASHPRO REC PER IMAGE | PER IMAGE | 0.0100 | PER IMAGE FEE FOR ONLINE ACCESS OF IMAGES OF CHECKS, INVOICES, SUPPORTING DOCUMENTS, ENVELOPES AND CORRESPONDENCE RECEIVED IN LOCKBOX. |
| 05011P | WLBX CHECK DATE REVIEW | PER CHECK | 0.1000 | PER CHECK FEE TO NEGOTIATE AN ITEM BASED ON POST/STALE DATED ELIGIBILITY. |
| 050530 | WLBX CORRESPONDENCE | PER ENVELOPE | 0.2500 | PER ENVELOPE FEE TO HANDLE REMITTANCES THAT DO NOT CONTAIN MONETARY PAYMENT (CHECK, CARD, CASH.) |
| 050413 | WLBX COURIER DELIVERY OF PKG | AMOUNT BASED | 58.9700 | PER AMOUNT FEE (BASED ON WEIGHT, PACKAGE SIZE, FROM / TO ZIP CODES) TO MAIL A REMITTANCE PACKAGE TO A CLIENT USING THE BANK'S PREFERRED COURIER. |
| 050126 | WLBX DATA CAPTURE | PER KEYSTROKE | 0.0100 | PER KEYSTROKE FEE TO CAPTURE DATA AS DEFINED BY THE CLIENT FROM CHECKS, PROCESSED CARD TRANSACTIONS, REMITTANCE SUPPORT DOCUMENTS, AND/OR CORRESPONDENCE RECEIVED IN A LOCKBOX. |
| 050300 | WLBX DEPOSIT PREP PER DEPOSIT | PER DEPOSIT | 1.0000 | PER DEPOSIT FEE TO PREPARE AND DEPOSIT CHECKS RECEIVED IN A CLIENT'S LOCKBOX. |
| 05011L | WLBX DOCUMENT RETURN PKG PREP | PER MONTH | 30.0000 | PER MONTH FEE TO PREPARE A PACKAGE OF ANY OF THE FOLLOWING - REMITTANCE DOCUMENTS, NON-DEPOSITABLE ITEMS, IMAGEDROP FILES, ETC. THIS FEE IS APPLIED TO ALL LOCKBOXES. |
| 050120 | WLBX DUAL SIDED IMAGE MAINT | PER LOCKBOX PER MONTH | 50.0000 | PER MONTH FEE TO PROVIDE IMAGES OF THE FRONT AND BACK OF DOCUMENTS RECEIVED WITHIN THE LOCKBOX. |
| 05011R | WLBX IMAGE DOCUMENTS IMAGED | PER IMAGE | 0.0200 | PER IMAGE FEE TO CAPTURE IMAGES OF REMITTANCE DOCUMENTS. THE BILLABLE VOLUME INCLUDES THE CHECK, INVOICE, SUPPORTING DOCUMENTS, ENVELOPE (OPTIONAL) AND CORRESPONDENCE (OPTIONAL). IF THE LOCKBOX HAS DUAL-SIDED IMAGING, THE VOLUME OF BACKSIDE IMAGES IS ALSO INCLUDED. THE CLIENT MAY REQUEST THAT ONLY BACKSIDED IMAGES WITH CONTENT ARE IMAGED. |
| 050401 | WLBX IMAGE TRANS MAINTENANCE | PER MONTH | 100.0000 | PER MONTH FEE TO GENERATE A TRANSMISSION OF LOCKBOX IMAGES OF CHECKS, CARD PAYMENT COUPONS, INVOICES, SUPPORTING DOCUMENTS, ENVELOPES (OPTIONAL) AND CORRESPONDENCE (OPTIONAL) AND DEPOSIT INFORMATION. USE IN CONJUNCTION WITH WLBX IMAGE TRANS PER IMAGE. |
| 050420 | WLBX IMAGE TRANS PER IMAGE | PER IMAGE | 0.0100 | PER IMAGE FEE TO TRANSMIT IMAGES OF CHECKS, REMITTANCES, ENVELOPES AND CORRESPONDENCE IN AN IMAGE TRANSMISSION. USE IN CONJUNCTION WITH WLBX IMAGE TRANS MAINT. |

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| 050000 | WLBX LOCKBOX MAINT PER BOX | PER LOCKBOX PER MONTH | 135.0000 | PER MONTH MAINTENANCE FEE FOR USE OF AN IMAGE LOCKBOX. IF THE LOCKBOX IS SETUP WITH SCANNABLE PROCESSING, THIS FEE IS NOT BILLED AND INSTEAD THE CLIENT WILL BE BILLED UNDER WLBX SCANNABLE LBX MAINT. |
| 050100 | WLBX LOCKBOX PROC PER ITEM | PER CHECK | 0.1300 | PER CHECK FEE TO PROCESS AN ITEM RECEIVED IN THE LOCKBOX OR AN ITEM RECEIVED IN A SCANNABLE LOCKBOX WITHOUT A SCANNABLE OCR COUPON. |
| 050131 | WLBX PAYEE VALIDATION PER ITEM | PER CHECK | 0.0700 | PER CHECK FEE TO REVIEW AND VERIFY PAYEES OF CHECKS RECEIVED AGAINST THE ESTABLISHED PAYEE LIST OF PAYEES FOR THE LOCKBOX TO DETERMINE IF THE ITEM IS AUTHORIZED FOR DEPOSIT. THE BILLABLE VOLUME IS CHARGED FOR ALL CHECK VOLUME RECEIVED IN THE LOCKBOX REGARDLESS OF THE NUMBER OF ACCEPTABLE PAYEES OR ACCEPT ALL PAYEES. |
| 050530 | WLBX REJECTED ITEM | PER ITEM | 0.2500 | PER TRANSACTION FEE TO REJECT AN ITEM THAT FAILS TO MEET THE CLIENT'S SPECIFIED PROCESSING INSTRUCTIONS. THIS INCLUDES NON-PROCESSABLE ITEMS (RIPPED, TORN ITEMS), CARD TRANSACTIONS DECLINED/FAIL MERCHANT AUTHORIZATION, AND ITEMS REJECTED BY THE CLIENT VIA THE ONLINE CORRECTION SERVICE. |
| 050020 | WLBX SCANNABLE LBX MAINT | PER MONTH | 85.0000 | PER MONTH MAINTENANCE FEE FOR USE OF A SCANNABLE LOCKBOX. |
| 50101 | WLBX SCANNABLE PROC MULTIPLES | PER CHECK | 0.2500 | PER CHECK FEE TO PROCESS ITEMS WITH SCANNABLE COUPONS RECEIVED IN A SCANNABLE LOCKBOX. THE FEE IS BILLED IN INSTANCES WHERE MULTIPLE CHECKS AND OR INVOICES ARE RECEIVED IN A SINGLE REMITTANCE ENVELOPE. USE IN CONJUNCTION WITH WLBX SCANNABLE PROC PER INV. |
| 050101 | WLBX SCANNABLE PROC PER INV | PER INVOICE | 0.0300 | PER INVOICE (OR COUPON) FEE TO PROCESS EACH OCR-READABLE COUPON WITHIN A SCANNABLE LOCKBOX. USE IN CONJUNCTION WITH WLBX SCANNABLE PROC PER ITEM SINGLE OR WLBX SCANNABLE PROC PER ITEM MULTI. |
| 050020 | WLBX SCANNABLE PROC SINGLE | PER ITEM | 0.1000 | PER CHECK FEE TO PROCESS ITEMS WITH SCANNABLE COUPONS RECEIVED IN A SCANNABLE BOX. THE FEE IS BILLED IN INSTANCES WHERE A SINGLE CHECKS IS RECEIVED WITH A SINGLE INVOICE IN A SINGLE REMITTANCE ENVELOPE. USE IN CONJUNCTION WITH WLBX SCANNABLE PROC PER INV. |
| 050112 | WLBX SCANNABLE SORT MAINT | PER MONTH | 100.0000 | PER MONTH FEE TO SEPARATE LOCKBOX TRANSACTIONS INTO SCANNABLE PROCESSING (WITH COUPON) AND WHOLESALE PROCESSING (WITHOUT COUPON) ON A SCANNABLE LOCKBOX. USE IN CONJUNCTION WITH WLBX SCANNABLE SORT PER ITEM. |

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| 050155 | WLBX SCANNABLE SORT PER ITEM | PER ITEM | 0.0200 | PER ITEM FEE TO SEPARATE LOCKBOX TRANSACTIONS INTO SCANNABLE PROCESSING (WITH COUPON) AND WHOLESALE PROCESSING (WITHOUT COUPON) ON A SCANNABLE LOCKBOX. USE IN CONJUNCTION WITH WLBX SCANNABLE SORT MAINT. |
| 05011P | WLBX SPECIAL CHECK REVIEW | PER CHECK | 0.1000 | PER CHECK FEE TO NEGOTIATE AN ITEM THAT FAILS CRITERIA SPECIFIED BY A CLIENT. EXAMPLES INCLUDE REVIEWING THE CHECK FOR MISSING SIGNATURE, OR LEGAL/COURTESY AMOUNT DIFFERENCES. |
| 05011P | WLBX WALK-IN COURIER PKG ITEM | PER ITEM | 0.7500 | PER ITEM FEE FOR EACH ITEM IN A PACKAGE RECEIVED FROM A SOURCE OTHER THAN THE STANDARD USPS LOCKBOX ADDRESS (MAIL PICKED UP FROM THE POST OFFICE BY A BANK COURIER MULTIPLE TIMES A DAY.) THE OTHER SOURCES INCLUDE, BUT ARE NOT LIMITED TO CLIENT, LOCAL, OR NATIONAL COURIERS. PRIORITY MAIL, AND USPS TRACKABLE MAIL. |
| 010020 | ZBA-DEPOSITORY+ MASTER MAINT | PER ACCOUNT / PER MONTH | 25.0000 | MONTHLY CHARGE ASSOCIATED WITH MAINTAINING A MASTER ACCOUNT WHICH IS USED FOR FUNDING OR COLLECTING FUNDS FROM THE ZBA/TFR SUBSIDIARY ACCOUNTS. THIS CHARGE IS IN ADDITION TO STANDARD ACCOUNT MAINTENANCE. |